

IN THE CIRCUIT COURT FOR ANDERSON COUNTY

LIBERTY INSURANCE CORPORATION)
as Subrogee of TIMOTHY ADLER,)

Plaintiff,)

v.)

GREPOW, INC., and HORIZON HOBBY,)
LLC,)

Defendants.)

Case No. CILA0027

JURY DEMAND

COPY

COMPLAINT

NOW COMES Plaintiff, Liberty Insurance Corporation as Subrogee of Timothy Adler, by and through counsel, and for its Complaint states as follows:

PARTIES

1. Subrogor, Timothy Adler ("Insured"), is a resident of Oak Ridge, Anderson County, Tennessee and the owner of the subject property located at 515 Delaware Ave., Oak Ridge, Tennessee.

2. Plaintiff, Liberty Insurance Corporation, is a duly authorized insurance company in the State of Tennessee, and had in effect a policy of insurance insuring Timothy Adler's property.

3. Defendant, Grepow, Inc., is a foreign corporation with its principal place of business at 6681 Sierra Ln., Ste. F, Dublin, CA 94568 and may be served with process at that address through its registered agent Xia Hong.

4. Defendant, Horizon Hobby, LLC, is a foreign limited liability company with its principal place of business located at 2904 Research Rd., Champaign, IL 61822 and may be served with process through its registered agent, Cogency Global, Inc., 600 S. Second St., Ste. 404, Springfield, IL 62704.

JURISDICTION AND VENUE

5. This action arises out of a fire event which occurred on October 3, 2018 in Oak Ridge, Anderson County, Tennessee. Accordingly, this Court is the appropriate jurisdiction and venue in Anderson County, Tennessee is proper pursuant to Tenn. Code Ann. § 20-4-101(a).

FACTS

6. That on or about October 3, 2018, the Insured was charging a "Tattu" LiPo Battery Pack using a "Dynamite Prophet Sport Quad" charging unit ("Products") in the garage of the Insured's property.

7. The subject Products were, upon information and belief, designed, manufactured, assembled, distributed and sold by Defendants, and were in the same or substantially same condition as when originally sold.

8. That on or about October 3, 2018, the subject Products malfunctioned, *causing a fire at Insureds' property* resulting in substantial damage.

9. Pursuant to the terms and conditions of the Liberty insurance policy, *Plaintiff paid substantial sums to or on behalf of its Insured for fire related damage to the subject property, and the Insured incurred a deductible loss.*

COUNT I – NEGLIGENCE

10. Plaintiff incorporates and re-alleges Paragraphs 1-9 of the Complaint as though fully set forth herein.

11. At all times relevant, Defendants owed a duty to Plaintiff, and others to exercise reasonable care and due caution in the design, manufacture, assembly, distribution and sale of the subject Products so as to avoid causing damage to the property of others including that of the Insured.

12. Notwithstanding said duties, and in violation thereof, Defendants committed one or more of the following negligent acts and/or omissions:

- (a) Carelessly and negligently, designed, manufactured, assembled, distributed and/or sold the aforesaid Products, its component parts and appurtenances;
- (b) Carelessly and negligently, designed, manufactured, assembled, distributed and/or sold the aforesaid Products, and/or its components, in a defective and unreasonably dangerous condition;
- (c) Carelessly and negligently designed, manufactured, assembled, distributed and/or sold the aforesaid Products, thereby putting others at risk;
- (d) Carelessly and negligently failed to warn the Insured, and others, of the unreasonable risk of harm that arose in conjunction with the use of the Products; and;
- (e) Was otherwise careless and negligent in designing, manufacturing, assembling, distributing and/or selling the aforesaid Products, and/or its component parts and appurtenances;

13. As a direct and proximate result of one or more of the aforesaid careless and negligent acts and/or omissions of Defendant, on or about October 3, 2018, a fire originating from the subject Products at Insureds' property caused substantial damage to the property.

14. That pursuant to the aforementioned policy of insurance, Plaintiff, Liberty Insurance Corporation, was required and did pay to or on behalf of its Insured, damages in excess of \$50,000.00.

COUNT II – STRICT PRODUCT LIABILITY

15. Plaintiff incorporates and re-alleges Paragraphs 1-14 of the Complaint as though fully set forth herein.

16. Upon information and belief, Defendants designed, manufactured, and distributed the Products, which were in use at the Insured's property on October 3, 2018.

17. The aforesaid Products were designed, manufactured, assembled, distributed, sold and placed into the stream of commerce by the Defendants in a defective condition unreasonably dangerous to Plaintiff's Insured in that the subject Products, and/or their components was defective and unreasonably dangerous.

18. Plaintiff's Insured operated the Defendants' Products in their intended and reasonably foreseeable manner.

19. The Defendants' Products were intended to and did reach Plaintiff's Insured without substantial change in their condition.

20. As a direct and proximate result of one or more of the defective and unreasonably dangerous conditions of the Defendants' Products, on or about October 3, 2018, a fire originated at the Products causing a substantial and considerable amount of property damage.

21. That pursuant to the aforementioned policy of insurance, Plaintiff, Liberty Insurance Corporation, was required and did pay to or on behalf of its Insureds damages in excess of \$200,000.00.

WHEREFORE, Plaintiff, Liberty Insurance Corporation as Subrogee of Timothy Adler, prays that judgment be entered against Defendants Grepow, Inc. and Horizon Hobby, LLC, in the amount not to exceed \$250,000, plus costs of suit and such other relief as this court deems proper.

Respectfully submitted,

LAW OFFICES OF JULIE BHATTACHARYA PEAK



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